App. F. IX-4

1949-50
(CS)

File No. 186-49

Previous References.

Serial Nos. 6

Later References.

GENERAL AND REVENUE SECRETARIAT

Serial Nos. one

✓

Part B for NW 49

SUBJECT

Agreement with the Government of India - Railway Jurisdiction.

Dft. Circular

Jour 29/11

Agreement or Arrangement with the Govt of India etc.

jurisdiction over Mysore Railway

Lands in Mysore (1)

Article 11 of the Mysore Treaty

desires to construct or work, by itself or otherwise, a railway in the territories of Mysore, the Maharaja of Mysore shall grant such lands as may be required for that purpose, and shall transfer to the Governor General in Council plenary jurisdiction within such land; and no duty or tax whatever shall be levied on through traffic carried by such railway which may not break bulk in the said territories."

The Railways lines in Mysore

were broadly classified as

under :-

(1) State-owned lines

(2) Ceded lines.

Subject to the general supervision &

and control of all Railways, including

railways owned and administered by the

Indian States within their territories,

by the Govt of India, jurisdiction over the

Bangalore - Mysore and Mysore-Nanjangud

section was left with His Highness'

Govt, as a matter of concession which

might be withdrawn as necessity

Ceded Lines :-

(a) Bangalore - Madras line

(b) Bangalore - Hariar line

(c) Bangalore - Hindupur line.

These lines were being worked

by the M & S. M. Ry Coy till 1-1-1938,

the jurisdiction over these lines with the exception of Bangalore - Madras line was ~~ceded~~ transferred to the State.

~~By a notification issued by the~~

~~Govt~~ By a notification dated 5-2-1883, issued by the Governor-General, all laws for the time being in force in the then civil and Military Station, Bangalore, were made applicable to the ~~By~~ lands and the Courts in the C. & M Station Bangalore were empowered with the power of taking cognisance of cases arising within the Railway lands. Police Powers over the land were ~~invested~~ Vested with the Supdt of Police, C & M Station Bangalore.

With effect from 1-1-1938, the jurisdiction over the

(1) the Bangalore - Hanklur line

(2) the Bangalore - Hindupur line

were transferred to the State.

With the restrocession of jurisdiction over these lines, the Magisterial

and Police Functions exercisable

transferred to the State

in the under mentioned Papers

and agreements entered into

with the G.I.P. Ry authorities

in the matter of working of

certain Railways in the State

are placed below? -

1) Correspondence with Govt of India & Mysore regarding jurisdiction over Railway Lands in Mysore } From 22-5-1879 to 13-9-1924

2) Correspondence relating to the resumption of Working by the Bangalore - Harihar (& Tiruchirapalli-Pondicherry) Railway Company } Resumed from 1-1-38

Sections from the Railway Companies

3) Correspondence relating to the transfer and working of the Bangalore City Station to the Mysore Administration and agreement thereon.

4) Kolar Gold Fields Railway Agreement – 1-7-1902

5) Harihar Junction Station Working Agreement

6) Hindupur Station (Mysore Frontier)
Running Power Agreement
Bowringpet Joint Station Agreement

According to the New Constitution of India, 'Railways' come under the Federal List.

According to the recent agreement entered into with the Govt of India, control over Railways in the territories of Mysore is to be ceded to the Govt of India

1857
CB

Agreements etc With the Govt of India.
Railway Jurisdiction

W/letters the transfer of control over
Railways includes, the prohibition of
enforcing State Laws in respect of
Criminal jurisdiction, Police Powers,
right to Sandal trees, right to levy
Cesses or other duties (except the right
to levy Income-tax which right vests
in the Govt of India from 1-4-1950)
etc, is a point that is free from doubt

CHIEF SECRETARY
27 OCT 1949
GOVT. OF MYSORE

Sri. R. RAMAKRISHNA,
M Sc., E E (Wis.), M.A.I.E.E.,
General Manager.

D. O. No. A 243

Sri LS 1814 CB

GENERAL MANAGER'S OFFICE,
MYSORE STATE RAILWAY.

Mysore, 25th October 1949

Encl: one Sheet & Three Leaves.

Dear Sir,

Re:- Agreements, Acts, Notifications.

*****

With reference to your D.O.No.3756-68 CB of 14-10-1949 on the above subject, I enclose herewith a note furnishing the required particulars in so far as they relate to the Railway Department.

Yours sincerely,

R. Ramakrishna.

24.X.49

Sri. K.Srinivasan, B.Sc.,
Chief Secretary to the Govt. of Mysore,
Bangalore.

3
26/X

CB.
25/10
25/10/49

Ref:- Chief Secretary's D.O.No.3756/68 CB.
dated 14-10-1949.

Agreements, Acts, Notifications.

After the rendition certain agreements were entered into between the Government of India and the Mysore Durbar in the matter of jurisdiction, management, and working of the Railway lines situated in the territory of Mysore. According to the Residency letter No.529-382-90 dated 10-2-1894 to the Dewan of Mysore, it is obligatory on the part of the Mysore State Railway to follow the rules and regulations framed by the Government of India and as amended from time to time in respect of the undermentioned items:-

(a) Rules for opening of a Railway line for the public carriage of passengers.

(b) Periodical inspection of the Railway lines, Locos, Rolling stock, etc., by an officer unconnected with the management and working of the Railway.

(c) Maintenance of Accounts, preparation of Budgets, classification of receipts and expenditure, etc.

(d) Submission to the Railway Board of returns prescribed.

(e) Fixing of weight of loads for wagons.

(f) General rules for working of lines.

(g) Reporting and investigating accidents.

(h) Levy of taxes from the Railway in aid of funds and local authorities.

(i) Rates, freight and fares subject to certain conditions.

Further, the provisions contained in the Indian Railways Act are to be followed on the Mysore State Railway also, and this is being done by re-enacting the said Act in extenso in Mysore itself. Whenever any amendment is made to any clause or section in the Indian Railways Act, similar amendment is got incorporated to the corresponding section of the Mysore Railway Act.

Like other Indian Railways, the Mysore State Railway is, however, permitted to frame subsidiary rules for its working.

With the taking over of the Bangalore-Hindupur and Bangalore-Harihar Sections from the M.& S.M.Railway Co., in 1938, agreements were entered into with the M.& S.M. Railway Co. (vide copies enclosed) for working the following joint stations:-

1. Bangalore City.
2. Harihar.
3. Hindupur.

Though the M.& S.M.Railway Co., has since been taken over by the Government of India, the above agreements are still in force.

R.Ramakrishna. 24.X.48

General Manager,
Mysore State Railway.

kv.

Draft..

HINDUPUR JUNCTION STATION.

Working Agreement.

between

THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

and

THE MADRAS & SOUTHERN MAHRATTA RAILWAY CO. LD.
(Incorporated in England).

HINDUPUR JUNCTION STATION.

Working Agreement

between

THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

a n d

THE MADRAS & SOUTHERN MAHRATTA RAILWAY CO: LD. (Incorporated in England)

PREAMBLE. Memorandum of Agreement made on the_____ _____day of_____Nineteen Hundred and Thirty_____between the Government of His Highness the Maharaja of Mysore (hereinafter called the Government of Mysore) and the Madras and Southern Mahratta Railway Company., Limited, Incorporated in England and having their Principal Office in India at Park Town, Madras, (hereinafter called the 'M.& S.M.Railway') for the interchange of traffic and for the use in common by the Mysore Railway (hereinafter called the 'Mysore Railway') and the Madras a n d Southern Mahratta Railway of the Madras & Southern Mahratta Railway Station at Hindupur Station for additions and alterations which may be required thereat from time to time for the traffic of both Railways, as well as for the maintenance and renewal of the works and premises, and the working of the traffic of both Railways at that Station.

Having regard to the Agreement between the M.& S.M.Railway and the Government of Mysore, for the exercise of Running Powers over that Section of the M.& S.M.Railway from the Mysore Frontier to the Up Outer Signal of Hindupur -- Station, Hindupur shall instead of being treated as an ordinary joint station, be worked as a

Junction under Special conditions and terms hereinafter mentioned.

DURATION OF AGREEMENT.- 1. This Agreement shall come into force with effect from the 1st January 1938 and shall remain in force until the expiry of at least six months notice from either side desiring to revise or cancel it, such notice to terminate on the 31st March or the 30th September of any year.

NOTICE OF REVISION OR TERMINATION. 2. Any notice of revision of this Agreement, must be accompanied by a draft of the specific modifications proposed together with a statement giving the grounds for demanding the revision.

Until modifications are agreed upon and signed, the agreement shall continue in operation, but any modification agreed on shall have retrospective effect from the date of expiry of the official half year next succeeding the official year in which notice of revision was given, unless it be otherwise stated in such modification; provided always that by mutual consent a change may be made in the agreement at any time.

DEFINITION OF TERMS:- 3(a). Unless there is anything contrary or repugnant in the subject or context, the following terms are throughout this Agreement to bear the meaning set opposite to them.

(b). 'Mysore Railway' means the lines owned & worked by the Government of Mysore.

(c). 'Madras and Southern Mahratta Railway' -- means the lines owned or worked by the Madras,

and Southern Mahratta Railway.

(d) 'Stations' 'Traffic,' 'Vehicles,''Wagons' 'Rates,' and 'Fares' of the Mysore ~~State~~ a n d Madras & Southern Mahratta Railways mean and - include the stations,traffic,v hicles,wagons., rates and fares of other Railways with which the Mysore ~~State~~ and Madras and Southern Mah-- ratta Railways may respectively have through - traffic arrangements from time to time.

(e) 'Madras & Southern Mahratta Local Traffic' means all traffic booked or invoiced over the Madras & Southern Mahratta Railway between Hin -dupur Station and any station or via.any station on the Madras & Southern Mahratta Railway system.

(f) 'Mysore ~~State~~ Railway Local Traffic'means all traffic booked or invoiced over the Mysore ~~State~~ Railway between Hindupur Station and any station or via any station on the Mysore ~~State~~ Railway.

(g) 'Interchanged traffic' means all traffic which passes between stations of the Madras & Southern Mahratta Railway and other Railways - beyond the Madras and Southern Mahratta Rail-- way and stations on the Mysore ~~State~~ Railway, and other Railways beyond the Mysore State Ry. via.Hindupur Junction Station.

(h) 'The Junction Staff' means the staff of all kinds including Medical and Police employ-ed at the Station.

(i) 'Joint Staff' means the additional staff employed on account of Hindupur becoming an in

-terchange-

and Southern Mahratta Railway.

(d).'Stations', 'Traffic,' 'Vehicles', 'Cajons' 'Rates,'

Junction between the M.& S.M.Railway and t h e Mysore Railways,as detailed in Appendix "A" of this Agreement.

(j) 'Running staff' means and includes Drivers Firemen,Guards,Brakesmen and all other staff that may be employed in the actual working of trains.

(k) 'Trains' mean and include Engines,whether with or without vehicles.

(l) 'Vehicles and Wagons' mean coaching vehicles and goods wagons as defined in the Conference Rules for the time being in force.

(m) 'Coaching Traffic' means and includes passengers,horses,carriages,dogs,parcels,luggage and all that is booked at what are commonly known as coaching rates.

(n) 'Goods traffic' means and includes coal, mineral,material and merchandies of all kinds, also cattle,sheep,etc.,and all that is booked, at what are commonly known as goods rates.

(o) 'Traffic receipts' mean and include receipts from all coaching and goods traffic,and all other earnings (except telegrams) at t h e Junction Station.

(p) 'Joint Station Expenses' mean the cost of Joint Staff,Municipal taxes payable in respect of Joint Works and Buildings,interest and maintenance charges on the capital cost on Joint Works and premises as well as on the cost of land and other charges referred to in Clauses, 6, 7, 9, 10, 11, 17, 18, 23, 26 and 28(d).

(q) 'Conference' means the Indian Railway Con -ference Association.

STATION LIMITS AND SIGNALS:- 4. The limits of Hindupur Joint Station for the purposes of working, shall be the Outer Sig -nals. All signals within the Joint Station in -cluding the outer signals shall be worked by the H. & S. H. Railway.

THROUGH BOOKING. 5. All descriptions of traffic shall be book -ed through between the two Railways in accord -ance with the Conference Rules in force at the time.

INTERCHANGE OF ROLLING STOCK.- 6. Coaching and Goods stock will be inter-- changed or the contents transhipped at Hindupur in accordance with the Conference Rules in force from time to time, the cost of transhipment be- ing borne by the two Railways in equal propor- tions.

DETENTION TO ROLLING STOCK: 7. Detention to the rolling stock of either of the Railways at Hindupur Joint Station shall be dealt with according to the Conference -- Rules for the time being in force. Wagons of either Railway for transhipment delayed owing to wagons of the other Railway not being avail -able are subject to the charges laid down in the Conference Rules.

LABOUR FOR TRANSHIPMENT. 8. No rolling stock of either Railway shall be rejected, the construction capacity or gross wheel weight of which is in accordance with the Government of India regulations, unless considered unsafe to run.

RESPONSIBILITY FOR COLLECTION OF CHARGES: 9. Conference Rules shall govern responsibi -lity for collecting charges. When the Joint

Staff are at fault irrecoverable amounts shall form a debit against the Joint Station Expenses Account.

APPOINTMENT OF JOINT S T A F F.

10.(a).The Junction as well as the Joint Staff including relieving staff shall be appointed & controlled by the M.S.M.Railway.The cost of Junction staff for working the Junction Station shall be borne by the M.S.M.Railway but t h e cost of Joint staff as determined by sub clauses b and c below shall be borne by the t w o Railways in equal proportions.

(b).The maximum monthly cost of the Joint station staff shall be agreed upon from time to time by both the Railways and the Madras and Southern Mahratta Railway shall have full powers to re-arrange or modify the number of the staff and their rates of pay within the maximum agreed to.

(c).In the event of the traffic necessitating immediate increase of the staff above the maximum thus fixed the Madras and Southern Mahratta Railway may make provisional arrangements subject to the subsequent approval of the Mysore State.

SHUNTING:

11. Engine power to perform the necessary shunting at this station shall be provided by the M.S.M.Railway,half the cost of shunting being paid by the Mysore Railways.The cost will be calculated at the rate of 5 miles per hour, at an average cost per engine mile of Locomotive expenses as shown in the M.S.M. Railway's accounts for the previous financial year, plus 5 percent thereon to cover interest on the cost

of locomotive stock used.

Bills for the cost of shunting will be submitted for half yearly periods ending 31st March and 30th September each year.

The engines of all incoming trains shall shunt their own trains into any siding indicated by the staff under the authority of the Station Master.

DUTIES OF JUNCTION STAFF.

12. The business of each Railway shall have equal attention at the hands of the Junction staff who must carry out the instructions of properly authorised officers of each Ry. with reference to traffic for the respective lines.

CONTROL OF STAFF.

13. The Staff of the Mysore Railway while within the limits of the Junction Station premises and sidings used for traffic purposes shall obey and be bound by all the rules and regulations, and instructions which may be from time to time in force or which may be issued by the authorities of the Madras and Southern Mahratta Railway who shall have the same rights and control over the staff of the Mysore Railway while within the limits of the Junction staff as if they were the staff of the Madras and Southern Mahratta Railway itself. But instructions on matters of details in connection with trains and traffic of the Mysore Railway may be given by the authorities of that Railway to the Station Master at the Junction Station, a copy of all such instructions being sent to the Dist. Transportation Superintendent of the Madras and Southern Mahratta Railway.

RETURNS & ACCOUNTS:

X 14(a). The Junction staff shall keep all such books, statements, and returns as may be required by each Railway and shall render such returns as each Railway may require in reference to its own traffic, direct to the authorities of the Railway requiring such returns.

(b). Each Railway shall be furnished by the Junction staff with any returns it requires regarding detentions to its own rolling stock & regarding all other matters relating to its own working.

(c) All Joint traffic books and statements, at the Junction station and all interchanged - goods parcels and other traffic books & records so far as the inspection relates to the interchanged or local traffic of the Railway desiring such inspection, shall be at all times open to inspection by any authorised official or of -ficials of either Railway.

ADJUSTMENT OF ACCOUNTS.

15. The Audit Offices of the two Railways shall exchange division sheets, in accordance with the Conference Regulations for the time being in force. A monthly settlement of accounts, based on division sheets, bills and statements as render -ed and declared shall be effected on the understanding that all errors which may be in them will be adjusted without delay in subsequent - accounts by the responsible Railway.

NUMBER TAKER.

16. A Number Taker shall note the arrival and departure of every train passing the Junction, and enter in writing in his books the number & description of every vehicle and wagon arriving

at and leaving the station,giving trains a n d dates and distinguishing in goods traffic empty from loaded and covered from open wagons, & furnishing the necessary returns for both Rail -ways,such Number Taker or Number Takers to be joint servant of both Railways and to work under instructions of the Chief Operating Superintendent of the Madras and Southern Mahratta Railway.

COMPANY TO WORK & MAINTAIN THE JUNCTION STATION:

17. The Madras and Southern Mahratta Railway, shall maintain and work the Junction Station subject to the following conditions:-

EXISTING WORKS FOR JOINT USE:-

17(a).The works and premises including machinery furniture plant and equipment existing with -in the Junction Station premises on 1st.January 1938 as well as those provided to m a k e Hindupur a Junction Station and used in common for joint purposes by both the Railways and the capital cost thereof which has been borne by the M.S.M.Railway are exhibited in Appendices. .....of the Agreement which show the capital expenditure incurred thereon upto that date. The total of the amounts set opposite to the several items in those appendices together with the capital cost of alterations and additions etc.,of the existing premises as well as of those provided to make Hindupur a Junction Station and new works for joint use provided - under Clause 17(b) of this Agrement shall b e that upon which interest and maintenance is to be charged as provided for in Clause 17(d) of this Agreement.

(b).The M.S.M.Railway shall from time to time

provide the amount chargeable to Capital which is required to be expended upon additions and alterations of the existing works and premises and those provided to make Hindupur a Junction Station as fixed by Agreement and upon n e w works and premises which may have to be provid -ed for joint use within the limits of t h i s Station.

(c).All such new works and additions & alterations shall be executed by the M.& S.M. Railway upon plans and estimates which shall b e agreed to by both Railways before the work is commenced.

(d).Rent to cover interest and maintenance on the above Joint works,etc.,shall be calculated at the rate of 7½percent per annum on the Capital cost of all Joint works,structures,machin -ery,plant,furniture,fittings and equipment(4½ percent per annum for interest and 3 percent.. per annum for maintenance including supervision ordinary repairs,replacements and renewals)10½ percent per annum on the capital cost of ballast,permanent-way,points & Crossings and electrical plant and equipment (4½ percent.per annum for interest and 6 percent per annum f o r maintenance including supervision,ordinary repairs,replacements and renewals) and 4½ percent per annum for interest on the cost of land acquired in future for Joint Station purposes & shall be charged to the Joint Station Expenses Account.

(e).In the event of the Government of India - issuing orders altering the rates of interest, and maintenance (including supervision,ordinary

ry

repairs,renewals and replacements)chargeable to on works,etc.,provided at this Station the rates referred to in Clauses 17(d) and 18(a) shall be increased or decreased in accordance- with the rates laid down in such Government Or -der.

DISMANTLED OR ABANDONED W O R K S:--

(f).The cost of any Joint work or any work for the exclusive use of either Railway which may from time to time be dismantled or abandoned by common consent to afford junction facilities., shall be removed from the respective Schedules and the amount thereof including dismantling - charges but less value of materials recovera- ble shall be debited to the respective Joint Station Expenses Account but any joint work or any work for the exclusive use of either Rail- way which may be dismantled in the exclusive - interest of any one of the two Railways shall together with dismantling charges less the va- lue of materials released be wholly paid f o r by that line.

NEW MINOR W O R K S.

18.(a).All new or additional works,fittings,or furniture required for the joint use of the two Railways shall be chargeable to the Joint Sta- tion Expenses Account when the aggregate cost thereof at any time amounts to Rs.2,000 or less a separate account of such expenditure being kept for the purpose of clause 21. The Joint Station Expenses Account shall be charged with 3 percent per annum on the expenditure incurr- ed under this clause to cover the maintenance- of the works,fittings and furniture and 6% in the case of expenditure on electrical plant & equipment.

(b).The M.S.M.Railway shall execute all such new minor works chargeable to Revenue upon fur-nishing the Mysore Railway with a broad description of the work and the approximate cost thereof before the work is commenced,the actual cost being intimated after the completion of the work.The M.& S.M.Railway shall also execute the work of maintenance and renewal of a l l works and premises which are used in common from time to time by both the Railways within the limits of this Station.

WORKS FOR EXCLUSIVE USE OF MYSORE RY.

19.(a).The cost of all land,buildings, works, ballast and permanent-way etc.,required f o r the sole and exclusive use of the Mysore Railway within the Junction Station limits as well as of any future alterations and additions --- thereto shall be paid and discharged and borne by the Madras & Southern Mahratta Railway, and the Mysore Railway shall pay to the Madras and Southern Mahratta Railway the interest & maintenance charges thereon at the same percentage as mentioned in Clause 17(a) above.

(b).Exclusive of ordinary repairs any works of the nature described in sub-clause 18(a) which are chargeable to Revenue and are required for the exclusive use of the Mysore Railway shall be executed by the Madras and Southern Mahratta Railway,but the cost shall be paid by the Mysore Railway to the Madras & Southern Mahratta Railway a separate account of such expen-diture being kept for the purposes of clause-21 and the cost of maintaining such works calculated on the percentagesgiven in Clause 18(a) and shall be paid by the Mysore Railway to the Madras & Southern Mahratta Railway.

(c) Plans and estimates of the above works,&c shall be agreed upon from time to time by the two Railways before any work is commenced.

EXECUTION OF WORKS:

20. Unless specially arranged all works within the limits administered by the Madras and Southern Mahratta Railway shall be executed by the Madras and Southern Mahratta Railway Staff.

COMPENSATION.

21. Upon the termination of this Agreement the amount of compensation to be paid by the Mysore Railway to the Madras & Southern Mahratta Rail-way for the expenditure incurred in works charged both to Capital and Revenue shall be determined by mutual agreement,or if necessary by a reference to the Railway Board as provided for in Clause 36.

SUPPLY & MAINTENANCE OF LOCOMOTIVES AND ROLLING STOCK

22. Each Railway shall supply its own Locomotives and Running Staff for working all descrip-tions of trains to and from its own Railway. The arrangements for servicing Locomotives of the Mysore Railways are detailed in the Appendix 'B' attached to this Agreement.Each Railway shall supply its own rolling stock & train implements and equipment. Rolling stock will be attended to by the Junction staff.

23. The M.& S.M.Railway shall arrange to supply the water required for both the Rlys.including water for engines and staff and recover from the Mysore Railways one half of the cost. The cost of water will be calculated on the cost of staff,fuel and stores required for working the steamp pump as well as any charges which may be levied by the Madras Government - for drawing water from natural sources.

24. Each Railway shall provide and maintain at its own cost its own Telegraph, Telephone, Block signalling instruments and the operation of these instruments shall be performed by the -- Junction Staff.

SUPPLY OF TICKETS, FORMS &C. FOR SOLE MYSORE RY. USE.

25. The Mysore Railway shall provide the tick-ets, forms, etc., required for its local and through traffic at the Junction Station & shall supply at its own cost all the stationery required for its exclusive use.

SUPPLY OF STORES FOR JOINT USE.

26. The Madras and Southern Mahratta Railway shall supply all stores required at the Junction Station for joint purposes and the cost thereof shall be borne equally by the two Rys.

27.(a). All expenses which under this Agreement are chargeable to Joint Station Expenses shall be divided equally between the two Railways.

(b). As may be agreed & upon from time to time the Mysore Railway may compound for its share of the joint station expenses by the payment of to the Madras & Southern Mahratta Railway half yearly of such lumpsum as may be considered -- fairly representing the proportion of expenses due by the Mysore Railway.

DAMAGES OR ACCIDENTS:

28.(a) Each Railway shall be responsible for all damages occurring to its own engines and rolling stock and traffic therein and to rolling stock and traffic therein belonging to any other Railway when such rolling stock & traffic therein are attached to its own trains.

(b). Each Railway shall be responsible for accidents caused by its own running staff within

the limits of the Junction Station.

(c) In the case of accidents caused by the in-dividual (not joint) staff of any one Railway acting without or contrary to the orders of the Junction staff, the Railway whose staff shall have caused the accident shall be responsible for all losses or damages so caused.

(d). Except as provided in Clause (a), (b) &(c) all damages or accidents which may be caused in the Junction Station Premises to the public, to the stock and traffic therein of the two Rail-ways that are parties to this Agreement, or to the stock and traffic therein of foreign Rail-ways that are not parties to this Agreement & all damages or losses however and from whatever cause they may arise within the limits of the Junction shall be a joint liability and the cost thereof shall be borne by the two Rlys. in equal proportions.

(e). Notice of all accidents, damages, losses, &c connected with joint working which may occur within the limits of the Junction shall be sent in accordance with the rules in force on the Madras & Southern Mahratta Railway from time to time to the officers of both Railways immediately such accidents, losses, etc., occur.

LETTER AND TELEGRAMS.

29. Letters and telegrams relating to Joint business and through traffic shall be inter-changed free of charge between the two Rlys.

ERRORS IN CALCULATION.

30. Errors in calculation of freight, weight, description, etc., in coaching and goods traffic shall be dealt with in accordance with the Conference Rules for the time being in force.

ADJUSTMENT OF CLAIMS.

31.(a).Claims on interchanged traffic shall be adjusted and dealt with in accordance with the Conference Rules for the time being in force & each Railway shall pay claims on its own local traffic.

(b).The junction record as to number of articles received and transhipped or exchanged as well as to the exterior condition of articles, when unloaded from either Railway's vehicles shall be held to determine liability unless the error can be demonstrated.When goods are reweighed at the Junction,the record of reweighment shall be held to be correct.The absence of remark by the joint staff shall be held to imply that the number and description of packages as described by the sending station are cor-rect and that the packages were externally in good order at the time of handing over.

INTERCHANGE OF GOODS STOCK

32. The interchange of Metre Gauge goods stock between the two Railways shall extend to the whole of the Metre Gauge lines of either Railway and to branches that may be worked by them as well as to all other Railways with which there is through railway communication.

CONTROL OF TRAFFIC

33. The Madras & Southern Mahratta Rly.shall have entire control of the train and traffic arrangements of the Mysore Railway at the Junction and shall during the continuance of this agreement cause to be run upon the Mysore Rlys from the Junction over such portion thereof as shall have been opened for public traffic for the time being as many trains and at such times as may be required by the Mysore Railway from time to time with the concurrence of the Madras

& Southern Mahratta Railway provided that the necessary rolling stock, locomotives, train implements, equipment and running staff are supplied and maintained in good running order by the Mysore Railway as aforesaid in Clause 22.

COMPANY'S RULES & REGULATIONS

34. All the General & Subsidiary Rules & Regulations for the working and management of the Madras and Southern Mahratta Railway in force during the term of this Agreement shall be in operation on the Mysore Railway as far as they are applicable to the Junction Station.

BREACH OF RULES.

35. Any breach of Rules and Regulations by servants of the Mysore Railway within the Junction limits shall be dealt with by the Heads of the Departments concerned of the two Railways and in case of dispute as to the interpretation of the Rules and Regulations the matter shall be referred to the Agent of the Madras & Southern Mahratta Railway whose decision shall be final.

ARBITRATION.

36. In the event of any difference of opinion arising upon any of the terms of this Agreement between the Mysore Railway and the Madras & Southern Mahratta Railway the matter shall be referred to the Railway Board whose decision shall be final and binding on both parties to this Agreement.

APPROVAL OF AGREEMENT.

37. This Agreement is subject to the approval of the Railway Board, the Board of the Madras & Southern Mahratta Railway and the Government of Mysore who will recognise and confirm the conditions mentioned herein.

IN WITNESS WHEREOF

. . . . . Agent of the Madras & Southern Mahratta Railway, acting for and on behalf of the Madras & Southern Mahratta Railway, and

. . . . . Secretary to the Government of Mysore for Rail-ways, acting for and on behalf of the Government of His Highness the Maharaja of Mysore, - have hereunto set their hands the day & year first above written.

. . . . . .

Agent,
M. & S. M. Railway
FOR & ON BEHALF OF T H E
M.& S.M. Railway.

. . . . . .

Secretary to the Government
of Mysore for Railways.,
FOR AND ON BEHALF OF THE
Government of His Highness-
the Maharaja of Mysore.

BAKHI/

RIDIDUPUR JUNCTION STATION WORKING AGREEMENT.

* * * * * *

Appendix A.

No.	Designation.	Maximum monthly pay of each Employee.	Maximum total monthly pay.
		Rs.	Rs.
1	Tranship Clerk.	47- 8- 0.	47- 8- 0
1	Ticket Collector	40- 0- 0.	40- 0- 0
2	Trains Clerks.	30- 0- 0.	60- 0- 0
2	Running Room Clerks.	19- 0- 0.	38- 0- 0
2	Box Boys.	18- 0- 0.	36- 0- 0
			221- 8- 0

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Babhi/

APPENDIX 'B'.

The M.& S.M.Railway will provide staff for all Locomotive purposes at the engine shed. The M.S.M.Railway will be in charge of Mysore Rly. engines whilst they are in Hindupur Loco Yard.

The M.S.M.Rly. will arrange for the follow -ing services for the Mysore Rys.- Dropping or banking fires, cleaning, turning, watering & ligh -ting up of Locomotives and calling enginecrews to duty.

(NOTE: cleaning includes
(a) Wiping down all rods and motion clean of all surplus oil.
(b) Dry cleaning engines, boiler and tender)

For the above services rendered by the M. S. M. Railway a charge of Rs.1.8.0 only shall be made for each Mysore Railway engine entering - the enging shed yard.

The M.S.M.Railway will arrange for running repairs booked by Mysore Railway Drivers to be carried out as for M.S.M.Ry. engines. The cost of such repairs (Labour and Stores) will be sepa -rately recorded and bills for such repairs -- will be submitted by the M.S.M.Railway.

The cost of repairs will include the following:-

2 percent. on stores towards Indian freight and handling.

10 percent on stores for storage & contingencies after levying 2 %.

23 percent (for supervision 5% inte -rest and depreciation on plant, 8 percent and profit 10 percent) on total cost of labour and -- Stores after levying the above 2 percent and 10 percent.

The percentages prescribed above are lia- ble to alteration in accordance with the orders

of the Government of India from time to time. The Mysore Railway may, however, arrange their own staff, stores, tools, etc., necessary for carrying out repairs and the M.S.M.Railway will then arrange for the Locomotives being conveniently placed for the execution of the repairs and no charge for repairs will be made.

Bakhi/

P.R.
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Printed Copies of Agreements put up with the C.B. Collection No. 184-49-6. Re- Agreements with the Government of India- Railway Jurisdiction.

1) File No. 137/G of 1922-23 to 24-25 Serial No. 1to 20 — Bowringpet Joint Station Agreement.

2) Kolar Gold Fields Railway Agreement- 1st July 1902

3) Correspondenc and Notes Regarding Jurisdiction over Railway lands in Mysore. (Printed Copy)

4) Correspondenc relating to the Resumption of the Working of the Bangalore-Harihar and Yeswanthapur-Hindupur Sections from the Madras and Southern Mharatta Railway Company/ Parts I&II. Printed Copy.

5) Bangalore City junction Station working Agreement between the Government of His Highness the Maharaja of Mysore and the Madras and Southern Mahratta Railway Co., Ltd. Printed Copy.

6) Harihar Junction Station Wor king Agreement bewenn the Governo ment of His Hishness the Maharaja of Mysore and the Madras & Southern Mahratta Railway Co., Ltd. Printed Copy.

7) Hindupur Station (Mysore Frontier) Running Power Agreement between the Government of His Highness the Maharajah of Mysore and The Madras and Southern Mahratta Railway Co., Ltd.,

8) Bangalore City junction Station. Working Agreement betwen the Governjent of His Higness the Maharajah of Mysore and The Madras and Southern and Mahratta Railway Co., Ltd.

9) Correspondence relating to the Transfer of the ownership and working of the Bangalore City Station to the Mysore State Railway Administration.

10) File No. Pol 96-42-1-3. Re- Temporary additional Police for the Bangalore-Harihar Railway line.

11) File No. Pol 58-43-9-10. Re- Payment of house rent allowance to a sergeant of the Railway Police.

12) File No. Pol 58-43-11-12. Re-Entertainment of additional Police Staff for the Bangalore-Hindupur Line.

13) File No. Pol 96-42-4-5. Re. Transfer of a Railway Range Police Jamedar to Arsikere.

14) File No. C.B. 400-46-16. Re-Press Note re-Retrocession of the Civil Areas in the Civil Station.